

FIRST AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT to the Community Development Block Grant Disaster Recovery Subrecipient Agreement entered into and made effective as of April 19, 2016 is made and entered into on January 25, 2022 (the "First Amendment") and is effective as of April 19, 2016 (the "Effective Date") by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and The Town of Hempstead ("Subrecipient"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on March 3, 2017 (the "Agreement"), the terms of which govern Subrecipient's receipt of funds from the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program to provide certain services in support of the State of New York's recovery efforts following Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Agreement, the Parties desire to enter into this First Amendment to assist Subrecipient with the costs associated with the disaster recovery project described herein; and

WHEREAS, notwithstanding the expiration of the Agreement, it is in the spirit of the Agreement and the intent of the Parties that the Agreement not expire and that its effectiveness continue uninterrupted through the Effective Date of this First Amendment until the amended term end date specified herein.

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The term commencement date stated in Section II of the Agreement is hereby replaced with the date April 19, 2016.
2. The term end date stated in Section II of the Agreement is hereby replaced with the date December 31, 2020.
3. The designated contract representatives as stated in Section VII of the Agreement are hereby updated as follows:

Grantee: Housing Trust Fund Corporation
25 Beaver Street
New York, New York 10004
Attn: Emily Thompson, Acting General Counsel, GOSR

Subrecipient: The Town of Hempstead
Town Hall
One Washington Street
Hempstead, NY 11550
Attn: Town Supervisor Donald X. Clavin, Jr.

4. Section VIII(E) of the Agreement is hereby struck and replaced with the following:

Subrecipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in New York State to protect all contract assets from loss due to any cause, including but not limited to theft, fraud, and/or physical damage. New York State and the New York State Housing Trust Fund Corporation shall be named as additional insureds on all such insurance. Subrecipient shall meet all other insurance requirements as Grantee may impose from time to time. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as may be imposed by Grantee from time to time. Certificates of insurance shall be provided to Grantee and full and complete copies of the policies and/or bonds shall be provided to Grantee upon its request for same.

Notwithstanding the above, for construction or facility improvement performed by Subrecipient, Subrecipient shall, at a minimum, comply with the bonding requirements at 2 CFR Part 200.

5. Section IX(B)(2) of the Agreement is hereby amended by replacing the first two sentences of such Section with the following:

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer.

and by replacing all references to "six-year period" with "retention period" in such Section.

6. Section IX(B)(5) of the Agreement is hereby amended by adding between the third and fourth sentences of such Section the following: "In order to receive final close-out, Subrecipient may be required by Grantee to certify compliance with the terms of this Agreement."

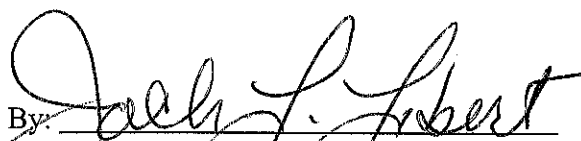
7. Section XI(B)(2)(b) of the Agreement is hereby amended by adding at the end of the final paragraph the following sentence:

Notwithstanding the foregoing goals, should the State of New York change such goals, Subrecipient and its contractors and their subcontractors (at all tiers) shall continuously make good-faith efforts to achieve the M/WBE goals in effect at any given time during the performance of this Agreement and their contract(s), respectively.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

The Town of Hempstead

Housing Trust Fund Corporation

By: 
Name: ~~Donald X. Clavin, Jr.~~ JACK C. LIBERT
Title: ~~Town Supervisor~~ CHIEF OF STAFF

By: Emily Thompson
Name: Emily Thompson
Title: Acting General Counsel
Governor's Office of Storm Recovery